

**TOWN OF BRIGHTON TOWN BOARD
FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
MEETING AGENDA**

**Meeting Date: Wednesday, May 21, 2025 (8:30 a.m.)
Location: Empire State University Room #159**

1. Approval of Minutes – Receive and file minutes from May 7, 2025.
2. Request for Town Board to approve the Town of Brighton Response to the 2024 Management Letter from MMB+ CO who presented the 2024 Audited Financial Statements at the Town Hall Board Meeting of May 14, 2025 (Finance) – Request from Earl Johnson for Town Board action to the Town of Brighton Response to the 2024 Management Letter from MMB+ CO who presented the 2024 Audited Financial Statements at the Town Hall Board Meeting of May 14, 2025 complying with their only recommendation (see letter from E. Johnson).
3. Request for Town Board to authorize the Town Supervisor to execute a contract with Virtue Guard Insurance for Underground Storage Tank Insurance in the amount of \$7,574.00 (Town Clerk) – Request from Dan Aman for Town Board action to authorize the Town Supervisor to execute a contract with Virtue Guard Insurance for Underground Storage Tank Insurance in the amount of \$7,574.00 for the policy period of June 1, 2025 through June 1, 2026 (see letter from D. Aman).
4. Request for the Town Board to authorize the Recreation Department to accept a donation from Town Councilmember Christine Corrado for \$280 to support the first 2025 Brighton Community Bike Ride (Recreation) – Request from Rebecca Cotter for the Recreation Department to accept a donation from Town Councilmember Christine Corrado for \$280 to support the first 2025 Brighton Community Bike Ride in recognition of the Town of Brighton's efforts to contribute to our community's sustainability which includes bicycle-friendly tails and street bike lanes for riders of all ages and abilities and make the necessary budget amendment to offset program costs (see letter from R Cotter):
5. Town Hall Renovation progress update (ongoing when necessary).

EXECUTIVE SESSION – Discuss employment of particular persons

**The next regularly scheduled meeting of the FASC will be held on
WEDNESDAY, Jue 4, 2025, at 8:30 a.m.
in ROOM #159 at Empire State University, 680 Westfall Road.
All members of the public are invited to attend FASC meetings.**

****AS PER THE REGULAR SCHEDULE****



Town of
Brighton

Finance Department

Earl Johnson
Director of Finance

2024 Management Letter Response

To: MMB+CO
Re: 2024 Fiscal Audit Management Letter
Date: May 15, 2025

Payroll Change Reports –

During the course of our examination, we noted that payroll change reports were not being printed or reviewed by someone independent of the process.

We recommend payroll change reports be reviewed, initialed and dated on a monthly basis by an independent individual.

Town's Corrective Action Plan –

The Town has been reviewing, and electronically approving, Accounts Payable Change Reports on a monthly basis at the supervisory level and we will begin doing the same with the Payroll Change Reports as part of our payroll review. We will do this review prior to beginning the new payroll so any unusual activity can be corrected before the next payroll is submitted.

Our payroll system is set up so that employees may update much of their own information (e.g. tax withholdings, address changes, optional deductions) but there are also other changes reflected in the report which are made by the Payroll Clerk. The Director of Finance or Assistant Director of Finance will review the Payroll Change Reports using the same review process used to approve Accounts Payable changes.

Earl Johnson
Earl Johnson
Director of Finance



Town of
Brighton

Office of the Town Clerk

Daniel Aman, RMC
Town Clerk & Receiver of Taxes

To: Honorable Town Board
From: Daniel Aman, Town Clerk & Receiver of Taxes
Date: May 19, 2025
Re: Underground Storage Tank Insurance Policy Renewal

Our Underground Storage tank Insurance policy expires on May 31. I have enclosed the 25-26
Underground Storage tank renewal proposal. The annual premium of \$7,574 is.

Thank You,

Daniel Aman
Town Clerk / Receiver of Taxes
Town of Brighton

VIRTUE GUARD INSURANCE RENEWAL PROPOSAL

STORAGE TANK & ENVIRONMENTAL LIABILITY POLICY

Proposal Reference No: SUB059155-01

PLEASE REVIEW THIS PROPOSAL LETTER CAREFULLY

Agent & Agency: Environmental Underwriting Solutions, a division of Burns & Wilcox, Ltd.

APPLICANT INFORMATION:

Named Insured: Town of Brighton
Address: 2300 Elmwood Ave
City, State, Zip: Rochester, NY 14618

The following are the applicable terms, conditions and coverages:

POLICY PERIOD:

June 1, 2025 to June 1, 2026 (12.01 A.M Standard Time at the address of the Named Insured shown above)

INSURANCE CARRIER: Scottsdale Insurance Company (Rated A by A.M. Best)

Coverage As Defined By This Policy Includes The Following:

The Company's maximum limit of liability under all coverage parts of this policy shall not exceed the Total Policy Aggregate Limit Applicable to all Claims under All Coverage Parts.

Total Policy Aggregate Additive Aggregate Limits per Bound Coverage Sections Listed Below

Coverage A&B - Combined Single Limit Applies

Coverage A: Claims for Bodily Injury or Property Damage – Underground Storage Tank Releases

Coverage B: Claims for Corrective Action due to Underground Storage Tank Releases:

Aggregate A&B: See Premium Grid for Options
Each Claim A&B: See Premium Grid for Options
Deductible Each Claim: See Location and Tank Schedule
Retroactive Date: See Location and Tank Schedule

Coverage A&B - Aggregate Legal Defense Expenses \$1,000,000

Coverage C, D, E- Combined Single Limit Applies

Coverage C: Claims for Bodily Injury or Property Damage

Coverage D: Claims for Clean-up Costs

Aggregate C, D & E: See Premium Grid for Options
Each Claim Coverage C&D: See Premium Grid for Options
Deductible Each Claim: See Location and Tank Schedule
Retroactive Date: See Location and Tank Schedule

Legal Defense Expenses for these coverage parts fall within the limits of liability

Coverage E: Business Interruption and Extra Expenses - For Qualifying UST Systems

Each Claim Coverage E: No Coverage
Aggregate Sub-limit Coverage E: No Coverage
Coverage E Retention Period No Coverage

Applicable Policy Forms and Endorsements

Common Coverage Endorsements

Form Number

The following highlight endorsements & exclusions added to the pre-printed coverage parts that comprise the insurance contract being offered. The hyper-links below will launch draft endorsement language that will be issued with the policy. Be sure to compare this offer to the current coverage and advise us if there are any substantive differences.

Tank Replacement Procedures	VG E 201
Virtue Notice of Claim Form	VR E 001
Virtue Guard Storage Tank and Environmental Legal Liability Policy Declarations	VGS-D
Schedule of Forms	VG E 200
Location and Tank Schedule	VG E 210
UST Certificate of Financial Responsibility - EPA	VG E 203
Additional Policy Exclusions	VG E 209
Aboveground Tank Only Coverage	VG E 220
Anti Stacking Endorsement	VG E 222
Economic or Trade Sanctions Endorsement	VR E 226
OFAC Notice	VR E 227
OFAC Exclusion	VR E 228
Service of Suit Endorsement	UTS-9g
Terrorism Certified Acts Exclusion	VR E 222
Virtue Guard Storage Tank and Environmental Policy	VG P 0617
Policy Signature Page	UTS-COVPG

Covered Locations: See Attached Location and Tank Schedule

Premium:

The premium options presented in the grid below reflect coverage subject to a standard deductible. Specific coverages, locations or tanks may be subject to mandatory deductibles for reasons of insurability. Any differing per tank deductible presented on the attached Locations and Tank Schedule will apply, if the specific amount is higher or lower than coverage option bound.

Coverage	Occurrence / Aggregate	Deductible Each Claim	Premium	Policy Fees	Total Premium with Policy Fees
UST,AST,	\$ 2,000,000 / \$ 2,000,000	\$ 5,000	\$6,974	\$600	\$7,574

Terrorism Risk Insurance Act

Terrorism Coverage is available for an additional 3%, in addition to the option selected above, subject to a minimum premium of \$1,000 per year, whichever is higher. Please refer to the attached POLICYHOLDER DISCLOSURE Notice for additional details.

Coverage Notes

1. Producer Fees are 100% earned at binding.
2. Separate Aggregate Limits of Coverage are possible on this policy, subject to one Total Policy Aggregate Limit.
 - a. Aggregate Limit for Coverages A&B (if applicable)
 - b. Aggregate Limit for Coverages C, D & E (if applicable)
3. Aggregate Legal Defense Expenses Limit is a 3rd Aggregate Limit available on this policy and applies in addition to the Total Policy Aggregate Limit.
4. Minimum Earned Premium at Policy Inception is 25 %. Flat cancellation is not allowed.

Applicable Taxes

Any premium quoted herein does not include excess and surplus lines taxes, fees, assessments or filing costs all of which are the sole responsibility of the agency placing this business with Virtue Risk Partners, LLC. The agency binding with us has the sole responsibility of maintaining current Agency and Surplus Lines licenses, for collecting such taxes and fees from the insured and remitting them to the appropriate jurisdiction. The attached surplus lines form must be completed by the broker and returned to the underwriter at binding. Our binding Insurance Carrier is a non-admitted company in the State where the Insured is domiciled.

Conditions of Premium Quotation

This quotation is subject to all applicable Surplus Lines Laws in the State where the Named Insured is domiciled. You are responsible for keeping all licenses current, and for filing and paying all Surplus Lines and other applicable taxes.

We reserve the right to amend this proposal based on receipt and satisfactory review of any additional underwriting information. The terms and conditions of this proposal may differ materially from what you or the Insured originally or subsequently requested in the Application or your submission. Please review this proposal letter carefully and in its entirety.

EMERGENCY RESPONSE HOTLINE:
1-877-647-7996
24 hours per day / 7 days per week

Required to Bind Coverage

Our receipt, review and acceptance of all the following information is required prior to binding.

If Asterisk (*), may be submitted within 30 days of binding:

1. A signed VIRTUE GUARD Application Warranty.
2. All attached forms.
3. Confirmation that no plans exist to voluntarily remove any tanks or sell any locations during the proposed renewal coverage period.
4. The Statement of No Known Claims or Circumstances attached to this proposal or currently valued loss runs for periods insured prior to the years with Virtue.
5. Updated verification of tank integrity for all tanks at the following locations, numbered in alignment with the attached Locations and Tank Schedule. Locations: Location #1

This premium quotation is valid for 45 days from the date set forth above or otherwise indicated by your renewal underwriter.

We appreciate the opportunity to serve you and your client. We look forward to working with you further on this account.

Payment Terms

Please remit premium payment net of commission immediately to bind coverage. Failure to remit payment may result in a cancellation notice issued for non-payment of premium.

Notice Regarding Electronic Delivery Policies

Virtue insurance policies may be issued and delivered electronically. If electronic delivery of this policy is not desired or consented to in writing by the Insured, or you have any difficulty printing the policy for physical delivery, please let us know and we will produce and send via regular mail, a printed declarations, policy and endorsements. Otherwise, regarding electronic delivery of documents, please retain the Insured's written consent to electronic delivery of insurance documents. If this consent is ever rescinded by the Insured, please let us know immediately.

If higher limits are required, please let us know.

Excess and Surplus Lines Form Required Prior to Binding

Named Insured:

Town of Brighton

Address1:

2300 Elmwood Ave

City, State Zip:

Rochester, NY 14618

Policy Number:

Policy Period:

Effective Date: June 1, 2025

Expiration Date: June 1, 2026

Carrier:

Scottsdale Insurance Company (Rated A by A.M. Best)

Provide the following required information so that this transaction may comply with State Excess and Surplus Lines regulations. We appreciate your assistance in providing us with the following information.

The above risk is domiciled in the State of **New York** where a Surplus Lines Tax filing must be made and taxes must be paid on behalf of the Named Insured listed above. Please provide us with the following information.

Self-Procuring: Yes: _____ No: _____

Courtesy Filing: Yes: _____ No: _____

Licensed Resident Surplus Lines Broker of Record:

Agency Information

Agency Name: _____

Agency Address: _____

City: State & Zip: _____

Agency E&S License #: _____

Producer Information - This is the information of the PRODUCER that remitted the appropriate surplus lines taxes for this account.

This person may or may not be someone in your office.

Name of Licensed Producer: _____

Producer's E&S License # and Expiration Date: _____

FEIN Number: _____

State Paid: _____

Surplus Lines Transaction Number: _____

(Required in NH, NJ, PA Only)

Producer Telephone & Email Address: _____

Indicate here if taxes have been paid.

Taxes Paid: Date: Amount:

Policy Premium Applicable to this State:

Form Completed by:

Date:

We appreciate your assistance in completing and returning this form to us as soon as possible. If you have questions, please contact us immediately.

REQUEST TO BIND COVERAGE

(Please remit with order to bind coverage)

The terms and conditions must be signed and dated and received with all additional information requested, prior to the effective date of coverage. Please complete all information on this form.

Today's Date: _____

Requested By: _____

Bindable Quote Date: _____

Signed Application Submitted: Yes No

Account Information

Name Insured: Town of Brighton

Effective Date: _____ Expiration Date: _____ Bound Limits: _____

Bound Deductible: _____ Bound Premium: \$ _____ (exclusive of taxes and fees)

Open Subjectivities (circle one): **No Outstanding Subjectivities Are Required to Bind Coverage** Yes - See Below

Premium above includes additional premium for Terrorism Coverage Yes No

Bound without Terrorism Yes No

I hereby agree to the Virtue Risk Partners, LLC proposal's terms and conditions and request coverage bound effective on the effective date stated. I agree that the policy contains a minimum earned premium provision and that I am responsible for that amount upon signing this binding request form.

Coverage will NOT be made effective prior to the date this form is signed.

We confirm that no new potential losses of claim circumstances have arisen and that no new claims have been received since the application was signed or since the proposal was offered. **Confirmed**

If Confirmed is NOT checked, please describe: _____

Signature: _____

Title: _____

Print Name: _____

Date: _____

Open Subjectivity: _____

VIRTUE RISK PARTNERS

POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE

Dear Applicant or Valued Policy Holder: Town of Brighton

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2019, (the “Act”), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term “certified acts of terrorism” means any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from “certified acts of terrorism,” such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear, chemical, biological or radioactive events. Under the formula, the United States Government agrees to reimburse eighty percent (80%) of covered terrorism losses that exceed the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers’ liability for losses resulting from “certified acts of terrorism” when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

CONDITIONAL TERRORISM COVERAGE:

The federal Terrorism Risk Insurance Program Reauthorization Act of 2019 is scheduled to terminate at the end of December 31, 2027, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2027, any terrorism coverage as defined by the Act provided in the policy will also terminate.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR “CERTIFIED ACTS OF TERRORISM” BELOW:

The Note below applies for risks in these states: California, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Washington, West Virginia, Wisconsin.

NOTE: In these states, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

If you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy. **Please select one of the two options presented below.**

Acceptance or Rejection of Terrorism Insurance Coverage

I HEREBY ELECT TO PURCHASE coverage for Acts of Terrorism, as defined by The Act, for an addition premium of 3% or an additional minimum premium of \$1000. I understand that the ACT may terminate on December 31, 2027 and should that occur, my coverage for terrorism as defined by The Act will also terminate.

I DECLINE to purchase coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Applicant Signature: _____

Named Insured: _____

Title: _____

Date: _____

Insurance Company: _____

Policy Number: _____

VIRTUE GUARD

APPLICATION AND SUBMISSION WARRANTY

Please complete all information on this form

The applicant represents that the statement and facts on the application(s) submitted to Virtue Risk Partners, whether or not such application was a Virtue Risk Partners application, and that the information submitted to Virtue Risk Partners in the supporting submission documents, are true, that the information is accurate, and that no material facts have been suppressed, omitted or missed. All written statements & materials furnished in conjunction with the application submitted are hereby incorporated by reference into that application and made a part thereof.

The individual signing below represents that the answers provided in the previously submitted application and that the information submitted to Virtue Risk Partners is based on personal knowledge of a reasonable inquiry and investigation.

Signature: _____

Title: _____

Name: _____

(Please print)

Date: _____

VIRTUE GUARD

WARRANTY FOR STORAGE TANK & ENVIRONMENTAL IMPAIRMENT LIABILITY

STATEMENT OF NO KNOWN CLAIMS OR CIRCUMSTANCES

I hereby warrant and certify, as an authorized signatory of Town of Brighton, that other than the claims or circumstances already reported to Virtue Risk Partners, LLC, our company is not aware of any losses, accidents, circumstances, claims, pre-existing pollution conditions, or environmental contamination at any location that might lead to a CLAIM or LOSS if Insured under any Policy issued by Virtue Risk Partners, LLC.

Signature: _____

Date: _____

Title: _____



Brighton

Brighton Town Council

Christine E. Corrado
Town Councilmember

May 1, 2025

Rebecca Cotter
Recreation Director
Town of Brighton
220 Idlewood Road
Rochester, NY 14618

Re: Sponsorship of a Brighton Community Bike Ride

Dear Ms. Cotter: *Beddy*

Please accept the enclosed check for \$280 to support the first in the 2025 series of Brighton Community Bike Rides planned and led by Reconnect Rochester's cycling coordinator, Jesse Peers.

The Town of Brighton has been intentional in developing infrastructure that encourages active transportation. The benefits of active transportation—environmental (a thriving ecosystem as a result of reduced air pollution and greenhouse gas emissions), economic (more modes for accessing jobs, education, healthcare, etc.), health (personal health improvements for those who bike or walk, plus increased safety for all on our streets), and social (connecting culturally and socially diverse groups to the community at large)—all contribute to our community's sustainability. This series of free community rides developed by Reconnect Rochester in collaboration with Brighton Recreation is an organic and fun way to show off the growing network of bicycle-friendly trails as well as on-street bike lanes and low-stress bike boulevards throughout Brighton to riders of all ages and abilities. Riders quickly see how easy and enjoyable it is to get to so many of our shared community assets—our parks, the canal, our library, schools, places of worship, businesses, health care, and more—without need for a car.

The first series of rides in 2024 covered a wide swath of Brighton. They were well-attended and great fun. It is my pleasure to support the first ride in the 2025 series.

Sincerely,

Christine E. Corrado